

CITY OF MASSILLON

151 LINCOLN WAY EAST
MASSILLON, OHIO 44646

ACKNOWLEDGMENT

IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, I, THE UNDERSIGNED PROPERTY OWNER AND LIENHOLDER OF THE LANDS SHOWN HEREON, LOCATED IN THE CITY OF MASSILLON, PART OF OUTLOT 872 STARK COUNTY, OHIO, DO HEREBY CONVEY UNTO THE CITY OF MASSILLON, OHIO, ITS SUCCESSORS AND ASSIGNS FOR UTILITIES RIGHT OF WAY PURPOSES, THAT PORTION OF LAND OWNED BY ME OR UPON WHICH I HAVE A LIEN AS SHOWN ON THIS DEDICATION PLAT. I DO HEREBY WAIVE ALL MY CLAIMS FOR COMPENSATION FOR LANDS AND PROPERTY HEREBY CONVEYED OR DAMAGES SUSTAINED ON ACCOUNT THEREOF, AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO PUBLIC USE FOREVER, AND DO FURTHER WAIVE ALL MY RIGHTS TO HEARING AND NOTICE THEREOF, TO HAVE AND HOLD SAID CONVEYANCE UNTO SAID CITY OF MASSILLON OHIO, ITS SUCCESSORS AND ASSIGNS, THAT I AM THE LAWFUL OWNER OR LAWFUL AGENTS OF THE LAWFUL OWNER OF SAID PREMISES AND HAVE FULL POWER TO GRANT, BARGAIN, SELL, CONVEY, AND RELEASE THE SAME IN THE MANNER AFORESAID AND WILL WARRANT AND DEFEND THE SAME AGAINST ALL CLAIMS, AND ALSO ALLOW FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SAID UTILITIES.

OWNER AND LIENHOLDER

A.R. Lockhart
A.R. LOCKHART
PRESIDENT
A.R. LOCKHART DEVELOPMENT CO.

WITNESSES

Judith A. Kettler
JUDITH A. KETTLER
Jeffrey S. Smith
JEFFREY S. SMITH

STATE OF OHIO }
COUNTY OF SUMMIT } SS:

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED A.R. LOCKHART, WHO ACKNOWLEDGED THE MAKING AND SIGNING OF FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED.

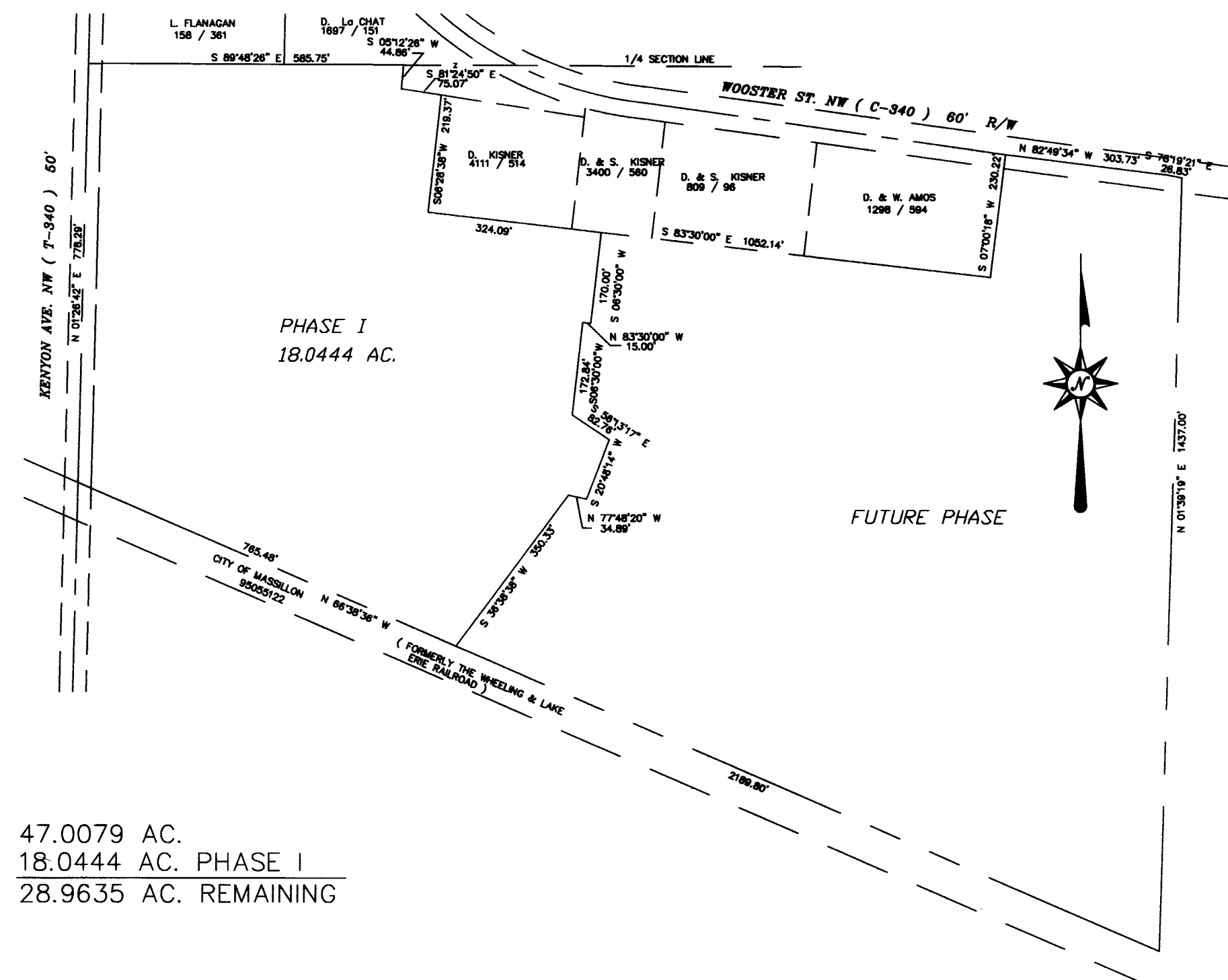
IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 2 DAY OF May, 2003.

Patricia Coler
NOTARY PUBLIC

Patricia Coler-Notary Public
State of Ohio
My Commission Expires September 25, 2004

MY COMMISSION EXPIRES

PLAT OF LANDS OF THE DEDICATORS FROM WHICH LAND IS TAKEN
NOT TO SCALE



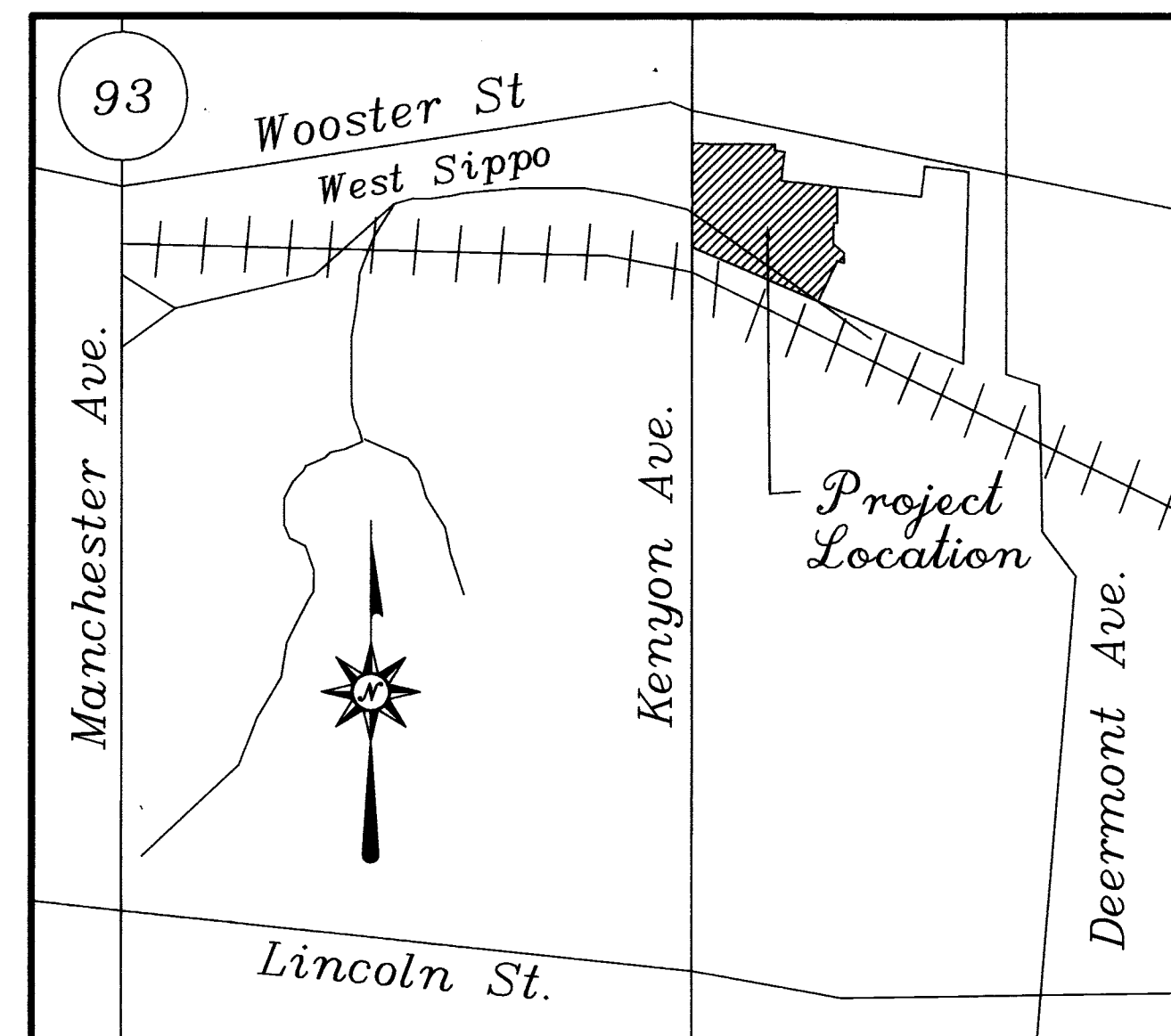
47.0079 AC.
18.0444 AC. PHASE I
28.9635 AC. REMAINING

**RECORD PLAT OF
KENYON CREEK ESTATES – PHASE I
FINAL PLAT
18.0444 ACRES**

**PART OF THE SW 1/4 SECTION 2
TOWNSHIP 12, RANGE 10
FORMERLY TUSCARAWAS TWP.,
BEING PART OF OUTLOT 872 OF
CITY OF MASSILLON**

ACREAGE IN LOTS (54): 14.7964 AC.
ACREAGE IN R/W: 3.2480 AC.
TOTAL ACREAGE: 18.0444 AC.

FEBRUARY 2003



LOCATION MAP
Not to scale

INDEX	
TITLE	SHEET 1
PLAT	SHEET 2
DEED RESTRICTIONS	SHEET 3

THIS RECORD PLAT HAS BEEN RE-RECORDED WITH
CORRECTIONS MADE TO THE RESTRICTIONS ON SHEET 3.

OWNER/ DEVELOPER

A.R. LOCKHART DEVELOPMENT CO.
800 WEST WATERLOO ROAD
AKRON, OHIO 44319
PH: (330) 745-6520
FAX (330) 745-0716

CERTIFICATION

I HEREBY CERTIFY THAT THE LAND AS SHOWN ON THIS PLAT WAS SURVEYED BY ME OR UNDER MY SUPERVISION, AND THE PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF.

Keith G. Lennon
Keith G. Lennon Registered Surveyor No. 6825



STATE OF OHIO }
COUNTY OF SUMMIT } SS:

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED KEITH G. LENNON, WHO ACKNOWLEDGED THE MAKING AND SIGNING OF FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 2 DAY OF May, 2003.

Patricia Coler
NOTARY PUBLIC

MY COMMISSION EXPIRES
Patricia Coler-Notary Public
State of Ohio
My Commission Expires September 25, 2004

MASSILLON PLANNING COMMISSION

APPROVED BY THE CITY PLANNING COMMISSION OF MASSILLON, OHIO AT A MEETING HELD THE 12th DAY OF March, 2003.

Patricia Coler
CHAIRMAN
Patricia Coler
SECRETARY

MASSILLON CITY COUNCIL

ACCEPTED BY THE CITY COUNCIL OF MASSILLON, OHIO, BY ORDINANCE No. 59-2003 PASSED THE 7th DAY OF April, 2003.

Mary Beth Bailey
CLERK
Dennis D. Harwig
PRESIDENT

MASSILLON CITY ENGINEER

APPROVED BY THE MASSILLON CITY ENGINEER THIS 4th DAY OF June, 2003 AND LOT NUMBERS ASSIGNED.

Patricia Coler
MASSILLON CITY ENGINEER

MASSILLON CITY LAW DIRECTOR

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT NO ENCUMBRANCES EXIST ON THE LANDS HEREIN OFFERED FOR PUBLIC USE THIS 30 DAY OF MAY, 2003.

Patricia Coler
MASSILLON CITY LAW DIRECTOR

STARK COUNTY AUDITOR

ENTERED FOR TRANSFER THE 12th DAY OF NOVEMBER, 2003.

Paul W. Coughlin
STARK COUNTY AUDITOR
Paul W. Coughlin
deputy

STARK COUNTY RECORDER

RECEIVED FOR RECORD THIS 13 DAY OF NOVEMBER, 2003.

RECORDED IN PLAT BOOK _____ Page _____
Rich Campbell
STARK COUNTY RECORDER

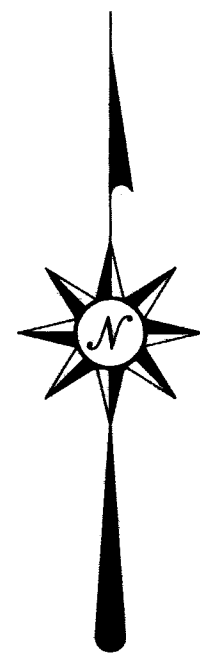
MARCH 25, 2004
Brant Rutledge
deputy

Instr: 2003113010036
P 1 of 3 F: 2259.20 9:55AM PL24x3
Rick Canabell Stark County Recorder 120030061145

RE:

Instr: 2003113010036
P 1 of 3 F: 2259.20 03/25/2004
Rick Canabell Stark County Recorder 120040013151

000403250019903



GRAPHIC SCALE

1/4 SECTION LINE
WOOSTER ST. N.W.
(C-340) 60' R/W

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.42	S50°43'39"E
L2	30.84	S81°09'25"E
L3	27.31	S81°09'25"E
L4	178.96	N01°26'37"E
L5	20.00	S88°33'23"E
L6	121.56	S36°42'41"W
L7	127.81	N43°37'49"E
L8	40.98	S87°21'14"E
L9	170.97	N07°35'58"W
L10	31.20	S76°30'18"W
L11	23.99	N81°56'36"W

LINE TABLE		
LINE	LENGTH	BEARING
L12	18.13	N81°56'36"W
L13	17.54	S74°24'10"W
L14	9.84	S36°38'38"W
L15	120.20	N13°38'35"E
L16	120.64	N12°24'32"E
L17	104.00	N12°24'34"E
L18	135.14	N01°41'17"E
L19	191.53	N22°25'08"E
L20	104.19	N12°24'32"E
L21	136.92	N01°41'17"E
L22	203.50	N22°25'08"E

LINE TABLE		
LINE	LENGTH	BEARING
L23	44.53	S00°30'51"E
L24	25.63	S00°30'51"E
L25	158.31	N38°47'40"W
L26	163.86	N38°47'40"W
L27	122.23	N31°38'38"E
L28	128.11	N31°38'38"E
L29	108.83	N58°21'22"W
L30	111.44	N58°21'22"W
L31	50.69	S23°38'48"W
L32	33.30	S23°38'48"W
L33	20.00	S66°21'12"E

CURVE TABLE									
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA ANGLE			
C1	54.98	35.00	35.00	49.50	S43°33'18"E	90°00'00"			
C2	54.98	35.00	35.00	49.50	S46°26'42"W	90°00'00"			
C3	11.23	225.00	5.62	11.23	S89°59'07"E	2°51'38"			
C4	36.59	225.00	18.33	36.55	N83°55'34"E	9°19'00"			
C5	13.51	275.00	6.76	13.51	S89°57'45"E	2°48'54"			
C6	32.95	25.00	19.36	30.62	N53°36'44"W	75°30'55"			
C7	48.33	275.00	24.22	48.26	S20°53'20"E	10°04'06"			
C8	7.42	275.00	3.71	7.42	S26°41'48"E	1°32'49"			
C9	22.39	25.00	12.01	21.65	N01°48'40"W	51°19'04"			
C10	51.30	55.00	27.68	49.46	S02°52'16"E	53°26'15"			
C11	44.69	55.00	23.66	43.47	S52°51'58"E	46°33'10"			
C12	44.69	55.00	23.66	43.47	N80°04'51"E	46°33'10"			
C13	44.69	55.00	23.66	43.47	N33°56'12"E	46°44'09"			
C14	44.69	55.00	23.66	43.47	N12°42'28"W	46°33'10"			
C15	41.09	55.00	21.56	40.14	N57°23'10"W	42°48'13"			
C16	22.39	25.00	12.01	21.65	S53°07'44"E	51°19'04"			
C17	30.96	225.00	15.51	30.94	S23°31'40"E	7°53'04"			
C18	43.13	25.00	29.20	37.98	S29°50'28"W	98°51'13"			
C19	53.13	250.00	26.67	53.03	N85°21'23"E	12°10'38"			
C20	18.25	225.00	9.13	18.25	S81°35'30"W	4°38'52"			
C21	49.42	225.00	24.81	49.32	N89°47'32"W	12°35'03"			
C22	42.06	250.00	21.08	42.01	S84°05'16"W	9°38'24"			
C23	33.13	250.00	16.59	33.10	N87°17'46"W	7°35'32"			
C24	35.06	25.00	21.11	32.26	N39°05'16"E	80°21'36"			
C25	35.96	25.00	21.89	32.94	S42°17'46"E	82°24'28"			
C26	38.71	25.00	24.45	34.96	N45°26'59"W	88°42'54"			
C27	27.62	55.00	14.11	27.33	S75°25'23"E	28°46'05"			
C28	58.53	55.00	32.38	55.80	S30°33'17"E	60°58'08"			
C29	51.76	55.00	27.97	49.87	S26°53'18"W	53°55'01"			
C30	77.09	55.00	46.40	70.93	N86°00'03"W	80°18'17"			
C31	30.30	55.00	15.54	29.92	N30°04'00"W	31°33'50"			
C32	32.95	25.00	19.36	30.62	S52°02'46"E	75°31'21"			
C33	21.03	25.00	11.18	20.41	N66°05'53"E	48°11'23"			
C34	30.12	50.00	15.53	29.66	S59°15'34"W	34°30'46"			
C35	50.07	50.00	27.36	48.00	N74°47'56"W	57°22'15"			
C36	50.07	50.00	27.36	48.00	N17°25'41"W	57°22'15"			
C37	31.28	50.00	16.17	30.77	N29°10'39"E	35°50'25"			
C38	21.03	25.00	11.18	20.41	S23°00'10"W	48°11'23"			
C39	39.27	25.00	25.00	35.36	N38°30'00"W	90°00'00"			
C40	39.27	25.00	25.00	35.36	S51°30'00"W	90°00'00"			
C41	58.16	225.00	29.24	58.00	N13°54'20"E	14°48'40"			
C42	73.55	250.00	37.04	73.29	N14°55'42"E	16°51'24"			
C43	27.33	275.00	13.68	27.32	N09°20'50"E	5°41'40"			
C44	46.87	275.00	23.49	46.81	N17°04'38"E	9°45'56"			
C45	23.23	25.00	12.53	22.41	N47°56'04"E	53°14'46"			
C46	71.39	55.00	41.73	66.49	S37°22'13"W	74°22'28"			
C47	44.69	55.00	23.66	43.47	S23°05'36"E	46°33'10"			
C48	52.46	55.00	28.42	50.49	S73°41'37"E	54°38'52"			
C49	44.69	55.00	23.66	43.47	N55°42'22"E	46°33'10"			
C50	58.05	55.00	32.06	55.39	N02°11'36"E	60°28'21"			
C51	21.82	25.00	11.66	21.13	S03°02'29"E	50°00'11"			
C52	47.82	225.00	24.00	47.73	S85°21'23"W	12°10'38"			
C53	73.03	250.00	36.78	72.77	S19°06'04"E	16°44'17"			
C54	271.31	55.00	—	68.75	S62°31'48"W	282°38'08"			
C55	75.19	250.00	37.88	74.91	N87°53'02"E	17°13'56"			
C56	67.67	225.00	34.09	67.42	S87°53'02"W	17°13'56"			
C57	245.28	55.00	—	86.96	S37°57'14"W	255°31'21"			
C58	161.53	50.00	—	99.90	S45°26'59"E	185°05'40"			
C59	271.28	55.00	—	68.78	S66°44'34"E	282°36'01"			
C60	74.20	275.00	37.33	73.98	S14°13'48"W	15°27'36"			
C61	55.75	275.00	27.97	55.65	N21°39'45"W	11°36'55"			

NOTES

- RIGHT OF ACCESS TO ANY DEAD END STREETS IN THIS ALLOTMENT IS PROHIBITED, EXCEPT FROM LOTS PLATTED IN CONFORMANCE WITH THE CITY OF MASSILLON SUBDIVISION REGULATIONS.
- ALL LOTS TO HAVE SANITARY SEWER AND STORM SEWER LATERALS.
- IRON BARS ARE TO BE SET AT ALL LOT CORNERS AND CURVE POINTS.
- MONUMENTS ARE TO BE SET AT ALL STREET INTERSECTIONS AND ALL LOCATIONS AS SHOWN.
- LANDS IN THIS SUBDIVISION ARE ZONED R-1.

EASEMENT AND RESTRICTIONS

AN EASEMENT, TEN (10) FEET WIDE ON THE FRONT AND FIVE (5) FEET WIDE ON THE SIDES AND BACK OF ALL LOTS, AND TEN (10) FEET ON THE EXTERIOR BOUNDARY OF THIS ALLOTMENT IS HEREBY DEDICATED AND RESERVED IN THIS SUBDIVISION TO THE COUNTY OF STARK, CITY OF MASSILLON, CONSUMERS OHIO WATER CO., EAST OHIO GAS CO., OHIO EDISON CO., AMERITECH (SBC) TELEPHONE CO., MASSILLON CABLE CO., AND ANY P.U.C.O. REGULATED UTILITIES FOR THE PURPOSE OF CONSTRUCTION, ERECTION, AND/OR MAINTENANCE OF ANY TRANSMISSION LINES, PIPES, CABLES, CONDUITS, BURIED WIRES, SWALES OR OTHER APPURTENANCES FOR THE TRANSMISSION OF POWER, ELECTRIC, COMMUNICATION, STORM WATER, SANITARY SEWER WASTE, POTABLE WATER, AND/OR ANY FUTURE DEVELOPED PUBLIC UTILITY. SAID EASEMENT GIVES ALL OF THE UTILITIES THE RIGHT TO REMOVE TREES AND LANDSCAPING, WITHOUT LIABILITY, AS REQUIRED TO MAINTAIN, OPERATE, OR CONSTRUCT THE FACILITIES.

DETENTION BASIN RESTRICTIONS

SHADED AREA SHOWN REPRESENTS RESTRICTED AREA FOR STORM WATER DETENTION. THE RESTRICTED AREA MAY NOT BE BUILT UPON, NOR SHALL ANY GRADING BE ADJUSTED UNTIL SUCH TIME AS THE DETENTION BASIN IS ABANDONED. MAINTENANCE OF THE DETENTION BASIN(S) (GRASS MOWING) TO BE THE RESPONSIBILITY OF THE LOT OWNER(S).

LOT	CITY LOT #	ACRES
1	16707	0.2305
2	16708	0.1800
3	16709	0.1821
4	16710	0.1801
5	16711	0.1791
6	16712	0.2012
7	16713	0.2086
8	16714	0.1791
9	16715	0.2021
10	16716	0.2283
11	16717	0.3960
12	16718	0.3386
13	16719	0.2144
14	16720	0.2018
15	16721	0.2164
16	16722	0.2164
17	16723	0.2049
18	16724	0.2695

LOT	CITY LOT #	ACRES
19	16725	0.2777
20	16726	0.2155
21	16727	0.2522
22	16728	0.1802
23	16729	0.1791
24	16730	0.1791
25	16731	0.1791
26	16732	0.1791
27	16733	0.2121
28	16734	0.2218
29	16735	0.2217
30	16736	0.2114
31	16737	0.2870
32	16738	0.2070
33	16739	0.5177
34	16740	0.3543
35	16741	0.2261
36	16742	0.2111

LOT	CITY LOT #	ACRES
37	16743	0.2030
38	16744	0.2231
39	16745	0.1910
40	16746	0.1910
41	16747	0.1814
42	16748	0.1844
43	16749	0.3015
44	16750	0.5488
45	16751	0.3196
46	16752	0.2445
47	16753	0.3234
48	16754	0.3546
49	16755	0.1869
50	16756	0.1842
51	16757	0.2205
52	OUTLOT 950	1.8941
53	16758	0.3462
54	16759	0.3569

LEGEND

- #5 REBAR SET, CAPPED
"A.R. LOCKHART DEVELOPMENT"
- IRON PIN FOUND CAPPED
"A.R. LOCKHART DEVELOPMENT"
- ◆ MONUMENT SET
- C24 REFERS TO CURVE TABLE
- WETLAND AREA
- (N.R.) = NOT RADIAL
- STORM WATER DETENTION EASEMENT

CITY OF MASSILLON
FORMERLY THE WHEELING & LAKE
ERIE RAILROAD

11/13/2003
9:55AM PL24x3
Stark County Recorder 12003005148

03/26/2004
2:58PM PL24x3
Stark County Recorder 120040013151

RESTRICTIONS FOR KENYON CREEK ESTATES

CITY OF MASSILLON

Whereas, the Developer, deems it necessary for the efficient preservation of the values, aesthetic harmony, amenities, general welfare, and benefit of each and every owner of lots herein, jointly and severally, the lots in this allotment, and the ownership thereof, shall be subject to the following conditions, reservations, and restrictions which are hereby made covenants running with the land and shall be binding on each and every owner of lots herein, and the owner's heirs, successors, and assigns.

If any owner of any lot(s) herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) or entity(ies) owning any other lot(s) herein to prosecute any proceedings at law or in equity against the person(s) or entity(ies) violating or attempting to violate any covenant(s) herein and either to prevent such person(s) or entity(ies) from so doing, or to recover damages for such violations.

- I. All lots conveyed shall be used exclusively for single family residence purposes and only one residential structure shall be permitted on each lot.
 - A. Single family dwellings shall meet the following requirements:
 1. TYPE: Single family dwellings may be one, two story, or split level in design.
 - a. A one story dwelling is a structure, the living area being the first floor space only, constructed with a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.
 - b. A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with a basement.
 - c. A split level dwelling structure, the living area of which is one, two or more levels connected by stairways constructed with a basement.
 - d. No modular or manufactured homes shall be permitted on any lot within this Development.
 2. LIVING AREA: The "living area" of any dwelling shall be not less than the finished habitable area as set forth below. "Living Area" shall NOT INCLUDE garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.
 - a. Such floor area shall not be less than the following in "Square Feet":
 1. One story with basement - 1,100 square feet.
 2. Two story with basement - 1,300 square feet with a minimum of 700 square feet on the first floor.
 3. Split level, first level above grade, with basement - 1,300 square feet.
 3. INHABITANTS: Inhabitants must be in compliance with the City of Massillon Development Code.
 4. MARKET VALUE: The market value of homes shall be reasonable, good quality, and conform with the local construction industry standards for the developmental area.
 5. SETBACKS: Each building shall have a side yard along each lot line. The following dimensions were established by the City of Massillon and were in effect upon the subdivision of land and shall remain for these restrictions:
 - (a) Front Building Set Back Line is twenty-five (25) feet.
 - (b) Rear Building Set Back Line is thirty (30) feet.
 - (c) Side Yard Set Back Line is six (6) feet for a 1-story building and eight (8) feet for a 2-story building.
 - (d) All corner lots may have the option of facing the house to either street, however, the above front yard setback applies to both streets, measured from the street rights-of-way.
 - (e) No portions of a building, its chimney(s) or overhang(s) are permitted to encroach into the above dimensions. No shrubbery shall be planted closer than the allowed setback to the side street on corner lots. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.
 6. No family dwelling may be constructed on less than one (1) of the original subdivision lots. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted the Developer and the written consent of said Developer to such subdivision or division has been obtained.
 7. A fence may be erected for the purpose of protection of a private swimming pool, children, or household pets, provided that such pool and fence is located in the rear of the lot and such fence shall meet the regulation of the City of Massillon, Ohio, be not more than four (4) feet in height.
 8. All garbage or trash containers, oil tanks, and bottled gas tanks, if applicable, shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.
 9. No outdoor clothes drying area shall be allowed in the Development.
 10. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential premises.

11. Buyer and/or homebuilder is responsible for the placement of all individual lot erosion control items prior to construction, and for the maintenance of the same until the lot is seeded and stabilized. No unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or to remain upon any lot. No refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain, provided they are aesthetically pleasing to the appearance of the Development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free of erosion run-off and weeds, underbrush, or refuse piles or other unsightly growths or objects, the Developer, and the other lot owners within the development shall have the right upon Seven (7) days written notice to the offending lot owners by certified mail, to remove or correct the same at the expense of the lot owner which expenses shall, by affidavit, be certified to the county as a lien against said lot. Entrance onto each owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.
12. All garages must be of sufficient size to house at least one (1) automobile, and be connected to the main house. No carports shall be located on the premises, nor attached to the garage or house.
13. Lot owners who have not commenced building a home will be responsible for keeping grass and weeds cut on their lot. The Developer will cut grass and weeds and bill lot owner if the lot owner does not properly maintain their lot.
14. If home construction has not commenced within 12 months after lot is available to build on, lot owner will install sidewalks and approaches in right of way and pay for same. Developer shall install sidewalk and bill the lot owner if performance of this provision is not accomplished by lot owner.
15. Standard "For Sale" or other Real Estate signs on site will not include dollar amount, or price of lot on home being advertised for sale.
16. Any and all requirements by the City of Massillon for the lot shall be performed by the owner, including but not limited to trees along the sidewalk and within the rights of way.

II. The following shall be prohibited:

- A. Drilling or operating oil and gas wells on land designated for single family lots.
- B. Mining or extraction of any minerals including the removal of sand or gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with the development of the property for permitted uses by the Developer. The Developer reserves all rights within any area reserved for utility purpose, whether in the public and dedicated right of way, or lot utility easement areas, to install transmission lines for the purposes of transportation of any gas, oil, or other constituent for the extraction or removal of which is reserved herein.
- C. The keeping, raising or harboring of domesticated dogs, domesticated cats, cattle, swine, fowl, livestock, and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets, except as stated above and further excepting the above provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner so as to constitute a nuisance, disturbance, or in visibly distracting cages outdoors.
- D. Placing or parking of temporary structures, boats, campers, recreational vehicles (RV's), or trailers of any kind (travel, camping, motor homes, etc.) provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any owner's home. Any recreational trailer or boat may be kept provided it is kept in the garage and out of site.
- E. Temporary or permanent signs, billboards, or advertising devices of any kind except: Signs not larger than six (6) square feet for offering homes for sale shall be permitted on the premises to be sold with the exception of an entrance sign, and builders model home signs that shall identify developers and/or builders in this area.
- F. Nuisance and noxious or offensive activities of any kind.
- G. Satellite T.V. dishes exceeding 24" in diameter and radio towers of any kind.
- H. Any unlicensed and/or inoperable vehicle, regardless of value, located outside of the enclosed portion of the dwelling unit and garages.

III. General Provisions:

- A. All the lots and land in this subdivision are subject to all easements and right of ways of record and zoning ordinances. If an act is permitted, however, by local zoning, it does not mean that it is permissible in this subdivision. Nor does the fact that these restrictions do not prohibit an act assure compliance with the zoning code. The most restrictive of the two govern your conduct. Therefore, you must consult the zoning code, which changes from time to time, prior to proceeding with any regulated conduct. Violations of these restrictions may only be pursued by a lot owner of owners. The City cannot enforce them. However, either the City or a lot owner can request enforcement of the zoning code.
- B. The Developer reserves the right for themselves, their agents, employees, successors, and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading, or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development of thereafter.
- C. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an owner of any lot in this development as well as the Developer, its successors, or assigns.
- D. All the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until 90% of the lots are sold or January 1, 2005, whichever is sooner.
- E. Invalidity or unenforceability of any one or more of the provisions herein by judgement or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- F. In the event of a violation of any of the restrictions herein contained, the Developer reserves the right unto themselves, their successors or assigns, for so long as the Developer owns any part of the premises, the right (but not the duty) to enforce said restrictions by the appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove, at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. The Developer shall not be deemed guilty of trespassing for such entry, abatement, or removal. Failure of the Developer, to enforce any of the restrictions Contained herein, shall in no event be construed to be in any manner a waiver of acquiescence in, or consent to a further of succeeding violation of these restrictions. However, the failure, refusal or neglect of the Developer to enforce said restrictions, or to prevent violations thereof shall in no event make the Developer liable for such failure, refusal, or neglect to any third person or persons.
- G. It is hereby expressly understood that a five (5) foot wide easement on the side and rear of each lot and a ten (10) foot wide easement at the front of each lot which shall be used for installing, operating, maintaining, and servicing pole lines, cables, and conduits for the Electric Company, the Telephone Company and any other public utilities, shall be imposed, excepting, however, the exterior boundaries of this allotment, in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as guys, conduits, poles, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass-lined swales, manholes, water mains, gas lines, transmission lines, etc.
- H. Buyer will have the lot landscaped within nine (9) months after taking possession of his home; except homes occupied between May 1 and October 1, in which case the landscaping shall take place within 60 days after occupancy.
- I. All driveways shall be paved with concrete within one year after home construction starts but the cost of paving must be included in the original contract.
- J. All utility services to residences shall be installed underground.
- K. All fireplaces and chimneys shall be constructed of material as approved by the City of Massillon building codes.
- L. All of the restriction above shall apply to all land within the platted area of this plat.
- M. As used in this declaration and when required by the context, each number (singular or plural) shall include all numbers, and each gender (masculine, feminine, or neutral) shall include all genders.

- N. The terms, covenants, conditions, and restrictions of this declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the proper, running with the land. The terms, covenants, conditions, and restrictions of this declaration shall be binding upon anyone having any right, title or interest in a lot or any part thereof and shall insure to the benefit of the Developer and each owner.
- O. All foundations will have brick or masonry material as approved by Developer to grade on front of home and garage.
- P. All gas, oil, and mineral rights pertaining to this Development and land will be retained by Developer and/or their heirs, successors, or assigns.

OWNER AND LIENHOLDER

A. R. Lockhart
A. R. Lockhart, President
A. R. Lockhart Development Co.

Bonni J. Nagle
Witness,
Bonni J. Nagle
Notary Public

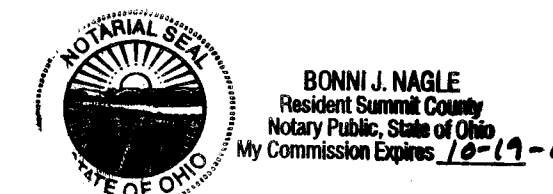
STATE OF OHIO }
COUNTY OF SUMMIT } SS:

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED A.R. LOCKHART, WHO ACKNOWLEDGED THE MAKING AND SIGNING OF FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 23rd DAY OF March, 2005, 2004

Bonni J. Nagle
Notary Public

MY COMMISSION EXPIRES 10-19-08



RESTRICTIONS FOR KENYON CREEK ESTATES

CITY OF MASSILLON

Whereas, the Developer, deems it necessary for the efficient preservation of the values, aesthetic harmony, amenities, general welfare, and benefit of each and every owner of lots herein, jointly and severally, the lots in this allotment, and the ownership thereof, shall be subject to the following conditions, reservations, and restrictions which are hereby made covenants running with the land and shall be binding on each and every owner of lots herein, and the owner's heirs, successors, and assigns.

If any owner of any lot(s) herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) or entity(ies) owning any other lot(s) herein to prosecute any proceedings at law or in equity against the person(s) or entity(ies) violating or attempting to violate any covenant(s) herein and either to prevent such person(s) or entity(ies) from so doing, or to recover damages for such violations.

I. All lots conveyed shall be used exclusively for single family residence purposes and only one residential structure shall be permitted on each lot.

A. Single family dwellings shall meet the following requirements:

1. TYPE: Single family dwellings may be one, two story, or split level in design.
 - a. A one story dwelling is a structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.
 - b. A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.
 - c. A split level dwelling structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.

2. LIVING AREA: The "living area" of any dwelling shall be not less than the finished habitable area as set forth below. "Living Area" shall NOT INCLUDE garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

- a. Such floor area shall not be less than the following in "Square Feet":
 1. One story with or without basement - 900 square feet.
 2. Two story with or without basement - 1,200 square feet with a minimum of 600 square feet on the first floor.
 3. Split level, first level above grade with or without basement - 1,200 square feet.

3. INHABITANTS: Inhabitants must be in compliance with the City of Massillon Development Code.

4. MARKET VALUE: The market value of homes shall be reasonable, good quality, and conform with the local construction industry standards for the developmental area.

5. SETBACKS: Each building shall have a side yard along each lot line. The following dimensions were established by the City of Massillon and were in effect upon the subdivision of land and shall remain for these restrictions:

- (a) Front Building Set Back Line is twenty-five (25) feet.
- (b) Rear Building Set Back Line is thirty (30) feet.
- (c) Side Yard Set Back Line is six (6) feet for a 1-story building and eight (8) feet for a 2-story building.
- (d) All corner lots may have the option of facing the house to either street, however, the above front yard setback applies to both streets, measured from the street rights-of-way.
- (e) No portions of a building, its chimney(s) or overhang(s) are permitted to encroach into the above dimensions. No shrubbery shall be planted closer than the allowed setback to the side street on corner lots. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.

6. No family dwelling may be constructed on less than one (1) of the original subdivision lots. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted the Developer and the written consent of said Developer to such subdivision or division has been obtained.

7. A fence may be erected for the purpose of protection of a private swimming pool, children, or household pets, provided that such pool and fence is located in the rear of the lot and such fence shall meet the regulation of the City of Massillon, Ohio, be not more than four (4) feet in height.

8. All garbage or trash containers, oil tanks, and bottled gas tanks, if applicable, shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

9. No outdoor clothes drying area shall be allowed in the Development.

10. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential premises.

11. Buyer and/or homebuilder is responsible for the placement of all individual lot erosion control items prior to construction, and for the maintenance of the same until the lot is seeded and stabilized. No unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or to remain upon any lot. No refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain, provided they are aesthetically pleasing to the appearance of the Development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free of erosion run-off and weeds, underbrush, or refuse piles or other unsightly growths or objects, the Developer, and the other lot owners within the development shall have the right upon Seven (7) days written notice to the offending lot owners by certified mail, to remove or correct the same at the expense of the lot owner which expenses shall, by affidavit, be certified to the county as a lien against said lot. Entrance onto each owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.

12. All garages must be of sufficient size to house at least one (1) automobile, and be connected to the main house. No carports shall be located on the premises, nor attached to the garage or house.

13. Lot owners who have not commenced building a home will be responsible for keeping grass and weeds cut on their lot. The Developer will cut grass and weeds and bill lot owner if the lot owner does not properly maintain their lot.

14. If home construction has not commenced within 12 months after lot is available to build on, lot owner will install sidewalks and approaches in right of way and pay for same. Developer shall install sidewalk and bill the lot owner if performance of this provision is not accomplished by lot owner.

15. Standard "For Sale" or other Real Estate signs on site will not include dollar amount, or price of lot on home being advertised for sale.

16. Any and all requirements by the City of Massillon for the lot shall be performed by the owner, including but not limited to trees along the sidewalk and within the rights of way.

II. The following shall be prohibited:

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B. Mining or extraction of any minerals including the removal of sand or gravel provided, however, this restriction shall not prohibit the removal of any material in connection with the development of the property for permitted uses by the Developer. The Developer reserves all rights within any area reserved for utility purpose, whether in the public and dedicated right of way, or lot utility easement areas, to install transmission lines for the purposes of transportation of any gas, oil, or other constituent for the extraction or removal of which is reserved herein.

C. The keeping, raising or harboring of domesticated dogs, domesticated cats, cattle, swine, fowl, livestock, and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets, except as stated above and further excepting the above provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner so as to constitute a nuisance, disturbance, or in visibly distracting cages outdoors.

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C. The provisions herein shall run in favor of and shall be enforceable by any person, and the heirs and assigns of such person, who is or becomes an owner of any lot in this development as well as the Developer, its successors, or assigns.

D. All the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until 90% of the lots are sold or January 1, 2005, whichever is sooner.

E. Invalidation or unenforceability of any one or more of the provisions herein by judgement or court order shall in no manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

F. In the event of a violation of any of the restrictions herein contained, the Developer reserves the right unto themselves, their successors or assigns, for so long as the Developer owns any part of the premises, the right (but not the duty) to enforce said restrictions by the appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove, at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. The Developer shall not be deemed guilty of trespassing for such entry, abatement, or removal. Failure of the Developer, to enforce any of the restrictions Contained herein, shall in no event be construed to be in any manner a waiver of acquiescence in, or consent to a further of succeeding violation of these restrictions. However, the failure, refusal or neglect of the Developer to enforce said restrictions or to prevent violations thereof shall in no event make the Developer liable for such failure, refusal, or neglect to any third person or persons.

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OWNER AND LIENHOLDER

A. R. Lockhart
A. R. Lockhart, President
A. R. Lockhart Development Co.

Judith A. Ketterer
Witness, JUDITH A. KETTERER

Jeffrey S. Smith
Witness, JEFFREY S. SMITH

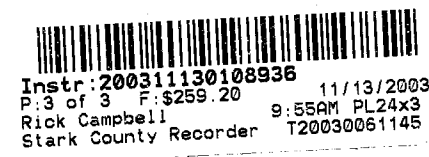
STATE OF OHIO } SS:
COUNTY OF SUMMIT }

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED A.R. LOCKHART, WHO ACKNOWLEDGED THE MAKING AND SIGNING OF FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL AT AKRON, OHIO THIS 2 DAY OF May, 2003.

Patricia Cole
Notary Public

MY COMMISSION EXPIRES
Patricia Cole-Notary Public
State of Ohio
My Commission Expires September 26, 2004



* this sheet has been revised *